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7. FOR SOLICITATION INFORMATION CALL:	a. NAME AUDREY	M. HOGG						b. TELEPHONI 904-542-12	ENUMBER (No C 264	ollect Calls)	8. OFFER	DUE DATE/L	OCAL TIME
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28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN Q COPIES  TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.  29. AWARD OF CONTRACT: REFERENCE RFQ854181/N68836-14-0071/48F6  20. AWARD OF CONTRACT: REFERENCE RFQ854181/N68836-14-0071/48F6				ATION ICH ARE									
30a. SIGNATURE OF OFF	EROR/CONTRACTOR			31	la.UNITED	) STATES	S OF .	AMERICA (S	SIGNATURE OF CO	NTRACTING O	FFICER)	31c. DATE	SIGNED
					<u>C</u>	la	ni	ce G	Ritier			13-Mai	r-2014
30b. NAME AND TITLE OF	SIGNER	30c. DATE	SIGNED	CI		. POITI	ER /	ING OFFICER	PECIALIST	OR PRINT) arice.poitic	er@navy	.mil	

SOLICITATION/CO	NTRACT/ORDER FOR ( (CONTINUED)	COMMERCI	AL ITE	MS				PA	GE 2 OF 36
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19. ITEM NO.	20. SCHEDULE OF SI		/ICES		21. QUANTIT	Y 22. UNIT	23. UNIT P	RICE	24. AMOUNT
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		l			L		
41a. I CERTIFY THIS ACCOUN 41b. SIGNATURE AND TITLE OF		OR PAYMENT 41c. DATE	42a. REC	CEIVED BY	(Print)				
			42b. REC	CEIVED AT (	(Location)				
			42c. DAT	E REC'D ()	Y/MM/DD)	42d. TOTAL CON	TAINERS		

# Section SF 30 - BLOCK 14 CONTINUATION PAGE

#### CLAUSES INCORPORATED BY FULL TEXT

# 252.204-7012 SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION (NOV 2013)

(a) Definitions. As used in this clause--

Adequate security means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

Attribution information means information that identifies the Contractor, whether directly or indirectly, by the grouping of information that can be traced back to the Contractor (e.g., program description or facility locations).

Compromise means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

Contractor information system means an information system belonging to, or operated by or for, the Contractor.

Controlled technical information means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information is to be marked with one of the distribution statements B-through-F, in accordance with DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

Cyber incident means actions taken through the use of computer networks that result in an actual or potentially adverse effect on an information system and/or the information residing therein.

Exfiltration means any unauthorized release of data from within an information system. This includes copying the data through covert network channels or the copying of data to unauthorized media.

Media means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which information is recorded, stored, or printed within an information system.

Technical information means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data--Non Commercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

- (b) Safeguarding requirements and procedures for unclassified controlled technical information. The Contractor shall provide adequate security to safeguard unclassified controlled technical information from compromise. To provide adequate security, the Contractor shall—
- (1) Implement information systems security in its project, enterprise, or company-wide unclassified information technology system(s) that may have unclassified controlled technical information resident on or transiting through them. The information systems security program shall implement, at a minimum—

- (i) The specified National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53 security controls identified in the following table; or
- (ii) If a NIST control is not implemented, the Contractor shall submit to the Contracting Officer a written explanation of how—
- (A) The required security control identified in the following table is not applicable; or
- (B) An alternative control or protective measure is used to achieve equivalent protection.
- (2) Apply other information systems security requirements when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraph (b)(1) of this clause, may be required to provide adequate security in a dynamic environment based on an assessed risk or vulnerability.

Table 1--Minimum Security Controls for Safeguarding

Minimum required security controls for unclassified controlled technical information requiring safeguarding in accordance with paragraph (d) of this clause. (A description of the security controls is in the NIST SP 800-53, "Security and Privacy Controls for Federal Information Systems and Organizations" (http://csrc.nist.gov/publications/PubsSPs.html).)

Access Control AC-2 AC-3(4) AC-4	Audit & Accountability AU-2 AU-3	Identification and Authentication IA-2	Media Protection MP-4 MP-6	System & Comm Protection SC-2 SC-4
AC-6 AC-7 AC-11(1) AC-17(2)	AU-6(1) AU-7 AU-8 AU-9	IA-4 IA-5(1)	Physical and Environmental Protection	SC-7 SC-8(1) SC-13 SC-15
AC-17(2) AC-18(1) AC-19 AC-20(1)	Configuration	Incident Response IR-2 IR-4	PE-2 PE-3 PE-5	SC-28
AC-20(1) AC-20(2) AC-22	Management CM-2 CM-6 CM-7	IR-4 IR-5 IR-6	Program Management PM-10	System & Information
	CM-8	Maintenance MA-4(6)	Risk Assessment	Integrity SI-2 SI-3
Awareness & Training AT-2	Contingency Planning CP-9	MA-5 MA-6	RA-5	SI-4

# Legend:

AC: Access Control

AT: Awareness and Training MP: AU: Auditing and Accountability CM: Configuration Management

**CP:** Contingency Planning

IA: Identification and Authentication

IR: Incident Response

MA: Maintenance MP: Media Protection

PE: Physical & Environmental Protection

PM: Program Management RA: Risk Assessment

SC: System & Communications Protection

SI: System & Information Integrity

- (c) Other requirements. This clause does not relieve the Contractor of the requirements specified by applicable statutes or other Federal and DoD safeguarding requirements for Controlled Unclassified Information as established by Executive Order 13556, as well as regulations and guidance established pursuant thereto.
- (d) Cyber incident and compromise reporting.
- (1) Reporting requirement. The Contractor shall report as much of the following information as can be obtained to the Department of Defense via (<a href="http://dibnet.dod.mil/">http://dibnet.dod.mil/</a>) within 72 hours of discovery of any cyber incident, as described in paragraph (d)(2) of this clause, that affects unclassified controlled technical information resident on or transiting through the Contractor's unclassified information systems:
- (i) Data Universal Numbering System (DUNS).
- (ii) Contract numbers affected unless all contracts by the company are affected.
- (iii) Facility CAGE code if the location of the event is different than the prime Contractor location.
- (iv) Point of contact if different than the POC recorded in the System for Award Management (address, position, telephone, email).
- (v) Contracting Officer point of contact (address, position, telephone, email).
- (vi) Contract clearance level.
- (vii) Name of subcontractor and CAGE code if this was an incident on a subcontractor network.
- (viii) DoD programs, platforms or systems involved.
- (ix) Location(s) of compromise.
- (x) Date incident discovered.
- (xi) Type of compromise (e.g., unauthorized access, inadvertent release, other).
- (xii) Description of technical information compromised.
- (xiii) Any additional information relevant to the information compromise.
- (2) Reportable cyber incidents. Reportable cyber incidents include the following:
- (i) A cyber incident involving possible exfiltration, manipulation, or other loss or compromise of any unclassified controlled technical information resident on or transiting through Contractor's, or its subcontractors', unclassified information systems.

- (ii) Any other activities not included in paragraph (d)(2)(i) of this clause that allow unauthorized access to the Contractor's unclassified information system on which unclassified controlled technical information is resident on or transiting.
- (3) Other reporting requirements. This reporting in no way abrogates the Contractor's responsibility for additional safeguarding and cyber incident reporting requirements pertaining to its unclassified information systems under other clauses that may apply to its contract, or as a result of other U.S. Government legislative and regulatory requirements that may apply (e.g., as cited in paragraph (c) of this clause).
- (4) Contractor actions to support DoD damage assessment. In response to the reported cyber incident, the Contractor shall—
- (i) Conduct further review of its unclassified network for evidence of compromise resulting from a cyber incident to include, but is not limited to, identifying compromised computers, servers, specific data and users accounts. This includes analyzing information systems that were part of the compromise, as well as other information systems on the network that were accessed as a result of the compromise;
- (ii) Review the data accessed during the cyber incident to identify specific unclassified controlled technical information associated with DoD programs, systems or contracts, including military programs, systems and technology; and
- (iii) Preserve and protect images of known affected information systems and all relevant monitoring/packet capture data for at least 90 days from the cyber incident to allow DoD to request information or decline interest.
- (5) DoD damage assessment activities. If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor point of contact identified in the incident report at (d)(1) of this clause provide all of the damage assessment information gathered in accordance with paragraph (d)(4) of this clause. The Contractor shall comply with damage assessment information requests. The requirement to share files and images exists unless there are legal restrictions that limit a company's ability to share digital media. The Contractor shall inform the Contracting Officer of the source, nature, and prescription of such limitations and the authority responsible.
- (e) Protection of reported information. Except to the extent that such information is lawfully publicly available without restrictions, the Government will protect information reported or otherwise provided to DoD under this clause in accordance with applicable statutes, regulations, and policies. The Contractor shall identify and mark attribution information reported or otherwise provided to the DoD. The Government may use information, including attribution information and disclose it only to authorized persons for purposes and activities consistent with this clause.
- (f) Nothing in this clause limits the Government's ability to conduct law enforcement or counterintelligence activities, or other lawful activities in the interest of homeland security and national security. The results of the activities described in this clause may be used to support an investigation and prosecution of any person or entity, including those attempting to infiltrate or compromise information on a contractor information system in violation of any statute.
- (g) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (g), in all subcontracts, including subcontracts for commercial items.

(End of clause)

# Section SF 1449 - CONTINUATION SHEET

ITEM NO QUANTITY **UNIT PRICE** SUPPLIES/SERVICES UNIT **AMOUNT** 0001 Months \$0.00 \$0.00

SUPPORT SERVICES - HAZARDS PLANNER PM

**FFP** 

BASE PERIOD: 17 MAR 2014 THROUGH 16 MAR 2015

THE CONTRACTOR SHALL PROVIDE SERVICES IN ACCORDANCE WITH TASKS OUTLINED IN THE PERFORMANCE WORK STATEMENT LISTED

**HEREIN** 

FOB: Destination

MILSTRIP: N0969714RC012CH

PURCHASE REQUEST NUMBER: N0969714RC012CH

SIGNAL CODE: A

**NET AMT** \$0.00 \$0.00

ACRN AA

CIN: N0969714RC012CH0001

QUANTITY ITEM NO SUPPLIES/SERVICES UNIT **UNIT PRICE AMOUNT** 0001AA 12 Months \$7,397.38 \$88,768.56

FUNDING FOR CLIN 0001

FFP

FUNDING FOR CLIN 0001 USING 2276 # N0969714RC12CH

FOB: Destination

MILSTRIP: N0969714RC012CH

PURCHASE REQUEST NUMBER: N0969714RC012CH

SIGNAL CODE: A

**NET AMT** \$88,768.56

ACRN AA \$88,768.56

CIN: N0969714RC012CH0001AA

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SUPPLIES/SERVICES **QUANTITY** UNIT UNIT PRICE ITEM NO **AMOUNT** 0001AB Months \$0.00 \$0.00

FUNDING FOR CLIN 0001

FUNDING FOR CLIN 0001 USING 2276 # N0969714RC13CH

FOB: Destination

MILSTRIP: N0969714RC013CH

PURCHASE REQUEST NUMBER: N0969714RC13CH

SIGNAL CODE: A

**NET AMT** \$0.00 \$0.00

ACRN AB

CIN: N0969714RC13CH0001AB

ITEM NO SUPPLIES/SERVICES **QUANTITY** UNIT **UNIT PRICE AMOUNT** 0001AC 12 \$308.22 \$3,698.64

FUNDING FOR CLIN 0001

**FFP** 

TO CORRECT SUBCLIN 0001AB MILSTRIP AND CIN NUMBER. FUNDING

FOR CLIN 0001 USING 2276 # N0969714RC013CH

FOB: Destination

MILSTRIP: N0969714RC013CH

PURCHASE REQUEST NUMBER: N0969714RC013CH

SIGNAL CODE: A

**NET AMT** \$3,698.64

ACRN AB \$3,698.64

CIN: N0969714RC013CH0001AC

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UNIT PRICE ITEM NO SUPPLIES/SERVICES **QUANTITY UNIT AMOUNT** 0002 Months \$0.00 \$0.00

SUPPORT SERVICES - RTF PLANNER SUPPORT

BASE PERIOD: 17 MAR 2014 THROUGH 16 MAR 2015

THE CONTRACTOR SHALL PROVIDE SERVICES IN ACCORDANCE WITH TASKS OUTLINED IN THE PERFORMANCE WORK STATEMENT LISTED

HEREIN 3 STATIONS. OMN FUNDING

FOB: Destination

MILSTRIP: N0969714RC012CH

PURCHASE REQUEST NUMBER: N0969714RC012CH

SIGNAL CODE: A

**NET AMT** \$0.00 \$0.00

ACRN AA

CIN: N0969714RC012CH0002

ITEM NO SUPPLIES/SERVICES **OUANTITY UNIT UNIT PRICE AMOUNT** \$18,169.34 0002AA 12 Months \$218,032.08

**FUNDING FOR CLIN 0002** 

**FFP** 

FUNDING FOR CLIN 0002 USING 2276 # N0969714RC012CH

FOB: Destination

MILSTRIP: N0969714RC012CH

PURCHASE REQUEST NUMBER: N0969714RC012CH

SIGNAL CODE: A

**NET AMT** \$218,032.08 \$218,032.08

ACRN AA CIN: N0969714RC012CH0002AA ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT 0002AB 12 Months \$757.06 \$9.084.72

FUNDING FOR CLIN 0002

**FFP** 

FUNDING FOR CLIN 0002 USING 2276 # N0969714RC013CH

FOB: Destination

MILSTRIP: N0969714RC013CH

PURCHASE REQUEST NUMBER: N0969714RC013CH

SIGNAL CODE: A

NET AMT \$9,084.72 ACRN AB \$9,084.72

CIN: N0969714RC013CH0002AB

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT 0004 Dollars, \$60,000.00

U.S.

TRAVEL AND PER DIEM

**COST** 

BASE PERIOD: 17 MAR 2014 THROUGH 16 MAR 2015 GOVERNMENT TRAVEL EXPENSES NOT TO EXCEED \$60,000.00 WILL BE ESTABLISHED UNDER THIS CONTRACT. TRAVEL WILL BE REQUIRED IN SUPPORT OF THIS CONTRACT IAW THE PWS TASK 13.0. ALL TRAVEL BY CONTRACTOR PERSONNEL MUST BE AUTHORIZED IN THE TASK ORDER PRIOR TO TRAVEL COSTS BEING INCURRED. ALL OFFICIAL TRAVEL SHALL BE IAW THE JOINT TRAVEL REGULATIONS (JTR).

EOD D .: .:

FOB: Destination

MILSTRIP: N0969714RC012CH

PURCHASE REQUEST NUMBER: N0969714RC012CH

SIGNAL CODE: A

ESTIMATED COST \$60,000.00

ACRN AA \$60,000.00

CIN: N0969714RC012CH0004

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\$0.00

\$17,810.04

SUPPLIES/SERVICES **UNIT PRICE** ITEM NO **QUANTITY UNIT AMOUNT** 1001 Months \$7,705.60 \$53,939.20 **EXERCISED** SUPPORT SERVICES - HAZARDS PLANNER PM OPTION OPTION PERIOD ONE: 17 MAR 2015 THROUGH 16 MAR 2016 THE CONTRACTOR SHALL PROVIDE SERVICES IN ACCORDANCE WITH TASKS OUTLINED IN THE PERFORMANCE WORK STATEMENT LISTED **HEREIN** FOB: Destination MILSTRIP: N0969715RC12CH PURCHASE REQUEST NUMBER: N0969715RC12CH SIGNAL CODE: A **NET AMT** \$53,939.20 ACRN AC \$0.00 CIN: N0969715RC12CH1001 ITEM NO SUPPLIES/SERVICES **QUANTITY UNIT UNIT PRICE AMOUNT** 100101 \$0.00 Additional funding CLIN 1001 **FFP** FOB: Destination MILSTRIP: N0969715RC013CH PURCHASE REQUEST NUMBER: N0969715RC013CH

ACRN AD

CIN: N0969715RC013CH100101

**NET AMT** 

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT 100102 \$0.00

Funding Purposes Only

FFP

The purpose of this SUBCLIN is to correct the Purchase Request Number, CIN and

MILSTRIP on CLIN 1001.

FOB: Destination

MILSTRIP: N0969715RC012CH

PURCHASE REQUEST NUMBER: N0969715RC012CH

NET AMT \$0.00 \$36,129.16

ACRN AC CIN: N0969715RC012CH100102

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT 1004 12 Months \$18,926.40 \$227,116.80

EXERCISED SUPPORT SERVICES - RTF PLANNER SUPPORT

OPTION FFI

OPTION PERIOD ONE: 17 MAR 2015 THROUGH 16 MAR 2016

THE CONTRACTOR SHALL PROVIDE SERVICES IN ACCORDANCE WITH TASKS OUTLINED IN THE PERFORMANCE WORK STATEMENT LISTED

HEREIN 3 STATIONS. OMN FUNDING

FOB: Destination

MILSTRIP: N0969715RC012CH

PURCHASE REQUEST NUMBER: N0969715RC012CH

SIGNAL CODE: A

NET AMT \$227,116.80 ACRN AC \$227,116.80

CIN: N0969715RC012CH1002

\$56,779.20

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT Dollars, \$50,000.00 U.S.

EXERCISED OPTION

TRAVEL AND PER DIEM

**COST** 

BASE PERIOD: 17 MAR 2014 THROUGH 16 MAR 2015 GOVERNMENT TRAVEL EXPENSES NOT TO EXCEED \$60,000.00 WILL BE ESTABLISHED UNDER THIS CONTRACT. TRAVEL WILL BE REQUIRED IN SUPPORT OF THIS CONTRACT IAW THE PWS TASK 13.0. ALL TRAVEL BY CONTRACTOR PERSONNEL MUST BE AUTHORIZED IN THE TASK ORDER PRIOR TO TRAVEL COSTS BEING INCURRED. ALL OFFICIAL TRAVEL SHALL BE IAW THE JOINT TRAVEL REGULATIONS (JTR).

FOB: Destination

MILSTRIP: N0969715RC012CH

PURCHASE REQUEST NUMBER: N0969715RC012CH

SIGNAL CODE: A

ESTIMATED COST \$50,000.00

ACRN AC \$50,000.00

CIN: N0969715RC012CH1004

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT 3 Months \$18,926.40 \$56,779.20

RTF PLANNER SUPPORT EXTENSION

FFP

PERIOD OF PERFORMANCE: 17 MARCH 2016 - 16 JUNE 2016. THE CONTRACTOR SHALL PROVIDE SERVICES IN ACCORDANCE WITH TASKS OUTLINED IN THE PERFORMANCE WORK STATEMENT LISTED HEREIN.

FOB: Destination

MILSTRIP: N0969716RC022CH

PURCHASE REQUEST NUMBER: N0969716RC022CH

SIGNAL CODE: A

NET AMT \$56,779.20

ACRN AE CIN: N0969716RC022CH0001

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\$56,779.20

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT 1008 3 Months \$18.926.40 \$56.779.20

RTF PLANNER SUPPORT EXTENSION

**FFP** 

PERIOD OF PERFORMANCE: 17 JUNE 2016 - 16 SEPTEMBER 2016. THE CONTRACTOR SHALL PROVIDE SERVICES IN ACCORDANCE WITH TASKS OUTLINED IN THE PERFORMANCE WORK STATEMENT LISTED

HEREIN.

FOB: Destination

MILSTRIP: N0969716RC034CH

PURCHASE REQUEST NUMBER: N0969716RC034CH

NET AMT \$56,779.20

ACRN AF

CIN: N0969716RC034CH1008

#### PERFORMANCE WORK STATEMENT

# PERFORMANCE BASED STATEMENT OF WORK FOR EXERCISE PLANNER SUPPORT COMNAVREGSE, JACKSONVILLE (48F6)

# 1.0 SCOPE

To provide technical support and expertise to Commander, Navy Region Southeast (CNRSE) in delivering enhanced readiness from the shore through execution of Shore Response Plan (SRP) and Shore Response Training Plan (SRTP) that is standardized, and aligned across the Shore Enterprise. Contractor shall assist in refining and providing standardized Protection Ashore in response to "all threats/all hazards" from preincident, through response and to recovery.

#### 2.0 APPLICABLE DIRECTIVES

- 2.0.1 Department of the Navy Instructions and Regulations
- 2.0.2 Department of Defense Instructions and Regulations
- 2.0.3 Congressional and Local Laws and Regulations
- 2.0.4 CNRSE Instructions and Notices

#### 2.1 ACRONYMS AND ABBREVIATIONS:

**AAR After Action Reports** 

AHP All Hazards Plan

AIS Automated Information System

AO Administrative Officer

AOR Area of Responsibility

ARNORTH Army North (US Army)

**CAT Crisis Action Team** 

CNIC Commander, Navy Installations Command

**CNO Chief of Naval Operations** 

CNRSE Commander, Navy Region Southeast

CONPLAN Contingency Plan

**CONOP Contingency Operations Plan** 

COR Contracting Officer's Representative

DCAA Defense Contract Audit Agency

DCO Defense Connect Online

DFAS Defense Finance and Accounting Service

DFWP Drug Free Work Place

DGR Designated Government Representative

DHS Department of Homeland Security

DISCO Defense Industrial Security Clearance Office

DoD Department of Defense

DON Department of the Navy

DONCAF Department of the Navy Central Adjudication Facility

DTRA Defense Threat Reduction Agency

DTS Defense Travel System

EM Emergency Manager

FAD Facility Access Determination

FAR Federal Acquisition Regulation

**G2 CNIC Gateway** 

**HURREX Hurricane Exercise** 

IAW In accordance with

ICS Incident Command System

ISSOP Inter-Service Supply Support Operations Program

ITT Installation Training Team

JLLR Joint Lessons Learned Repository

JOPES Joint Operational Planning and Execution System

JTF Joint Task Force

JTF-CS Joint Task Force - Civil Support

**KO** Contracting Officer

LOA Line of Accounting

MITR Monthly Installation Training Reports

MRTS Monthly Region Training Summaries

MSEL Master Scenario Events List

N3 CNRSE Operations Officer

NACLC National Agency Check with Local Agency and Credit Checks

NAVCENT Navy Forces Central Command

NAVOSH Navy Occupational Safety and Health

NCC National Certification Corporation

NISP National Industrial Security Program

NORTHCOM Northern Command

NRSE Navy Region Southeast

NUWAIX Nuclear Weapons Accident/Incident Exercise

O&R Observations and Recommendations

**ODC** Other Direct Charges

OPM Office of Personnel Management

OPNAV Office of the Chief of Naval Operations

OSD Office of the Secretary of Defense

**OT** Overtime

**PACFLT Pacific Fleet** 

**PACOM Pacific Command** 

PB4T Planning Board for Training

PCS Permanent Change of Station

**POC Point of Contact** 

POV Privately Owned Vehicle

PSD Personnel Support Detachment

PSQ Personnel Security Questionnaire

**PWO Public Works Officer** 

**PWS Performance Work Statement** 

**OAE** Quality Assurance Evaluator

QCP Quality Control Plan

**REGCOM Regional Command** 

RMKS Resource Management Knowledge System

ROAAAP Regional Operational Assessment and Assistance Program

**ROC** Regional Operations Center

RTT Regional Training Team

RTF Response Task Force

SCI Sensitive Compartmented Information

SIM Shore Installation Management

SIPR Secret Internet Protocol Router

**SOP Standard Operating Procedures** 

SRP Shore Response Plan

STARS-FL Standardized Accounting & Reporting System - Field Level

TTX Table Top Exercises

**USFF** United States Fleet Forces

WAWF Wide Area Work Flow

**3.0 REQUIREMENTS:** The contractor shall perform the following support tasks:

# 3.1 RESPONSE TASK FORCE (RTF) PLANNER SUPPORT:

General Performance Requirements are:

- Schedule and facilitate RTF exercise planning conferences and assist in development of exercise objectives.
- Develop integrated RTF exercise scenarios and Master Scenario Events List (MSEL) with injects to simulate actions by exercise participants.
- Act as exercise controller (white cell) and data collector during RTF exercises, as directed by CNRSE N3.
- Introduce exercise injects, monitor exercise flow and adjudicate outcomes as required to ensure accomplishment of exercise objectives.
- Develop and present briefs and other training material pertaining to RTF operations.
- Develop and maintain an RTF reference document repository consisting of pertinent DOD, Component, interagency, Region, and installation-level directives and plans on the CNIC Gateway (G2) portal or SIPR share drive, as appropriate.
- Develop and maintain required Defense Connect Online (DCO) coordination rooms to facilitate real-world and exercise RTF operations.
- Conduct coordination/liaison with Joint Commands (e.g. NORTHCOM, PACOM, ARNORTH), Naval Component Commanders (e.g., USFF, PACFLT, NAVCENT), and interagency entities as required to facilitate RTF operations and exercises.
- Draft periodic status briefs, attend periodic staff meetings, draft executive level briefs, and maintain metric based status boards, as requested. Other as required products include: trip reports, conference summary messages, routing correspondence, exercise message traffic, and executive level exercise briefs.
- Plan, draft, and review/update annually applicable Region contingency plans, operations plans, functional plans and related documents in support of RTF requirements.
- Review OSD, Joint Staff, Department of the Navy, NCC, and other Federal agency publications, instructions, and directives to delineate expressed or implied missions/responsibilities and to synchronize planning efforts.
- Prepare/draft plans and orders for review and approval by N3.
- Solicit and consolidate subordinate command comments on affected documents.
- Provide necessary correspondence for the Government Representative to initiate action and coordination with other services, agencies, unified and specified commands, to obtain plans, revisions, and other material.
- Conduct ongoing mission analysis of the RTF mission/tasking during a real-world or exercise nuclear weapons accident/incident.
- Coordinate with the Region EM and applicable installation EMs to assist in nuclear weapon accident/incident response plan development.

- Develop, review, and refine, as necessary, the RTF CONPLAN which details how CNRSE will respond to a nuclear weapons accident/incident and assist in the development of standardized processes and procedures for the CNRSE CAT, to be used during CAT activation during an RTF incident.
- Conduct analysis and continue to develop the RTF CONPLAN as a supporting plan to NORTHCOM CONPLANs.
- Support CAT operations for All-Hazards incident response (other than RTF-type incident) by filling one of the Planner billets in the ROC during CAT activation.
- Participate in exercise and real world operations by the NRSE RTF.
- Support Government personnel in identifying specific RTF-member actions in the form of checklists and CONPLAN development.
- Conduct review and analysis of the following plans:
- USNORTHCOM CONPLANs for Nuclear Weapons Accident/Incident & Defense Support to Civil Authorities.
- USNORTHCOM CONPLANs for Nuclear Weapons Recapture/Recovery.

USNORTHCOM reviews and analysis typically occurs in conjunction with exercises or when changes to governing instructions are made (determined by USNORTHCOM).

- Emergency responses vis-à-vis a Nuclear Weapons Accident/Incident, Other Federal, State, and Local response plans, as applicable. Changes are made to other existing plans in order to ensure that the federal, state, and local plans are still aligned (CNRSE defines when there is a need for review/change of those plans).
- In coordination with the assigned Government Representative, establish contact and liaison with representatives from (but not limited to) the following organizations:
- Department of Homeland Security (US Coast Guard, other agencies as required to support execution),
- Federal Bureau of Investigation,
- DoD USNORTHCOM, ARNORTH, JTF-CS, DCO, USFF and other DoD components as required to execute support.
- Participate in and serve as subject matter expert at Vigilant Shield & NUWAIX exercises (occurs annually).
- Conduct review of and provide input to the RTF-related sections of the CNRSE EM plan.

WORKLOAD DATA: As a minimum, the contractor is required to provide on-site Regional Operations Center Response Task Force Planner Support, normally, Monday-Friday, but could flex during actual exercise periods. The contractor is responsible for scheduling and facilitating Response Task Force exercise scenarios and developing exercise objectives which recur continually throughout the fiscal year. There is a minimum of 1 RTF training event monthly at the average effort of 480 hours of planning and execution. There is a minimum of 1 major RTF exercise annually which is a coordinated response effect with USFF, NORTHCOM, DTRA, and civilian Federal, State, and local planners. RTF planners oversee proper staffing of the RTF watchbill and provide continual (24/7) subject matter expertise during incident response operations. RTF planners shall accomplish an annual review and update of the CNRSE RTF CONPLAN and provide review/comment of higher headquarters plans and instructions, as directed. The total quantity of RTF exercises could be contingent on current world-wide events.

# 3.1.1 SKILLS/KNOWLEDGE/EXPERIENCE REQUIRED FOR THE POSITION

- Possess a Bachelor of Science (BS) in training and education or equivalent experience.
- Security Clearance requirement: Secret required.
- In-depth knowledge of exercise planning principles and techniques.
- Mastery experience level with controlling integrated exercises, developing MSELs, scenarios, and injects.
- Ability to analyze exercise results and to promulgate lessons learned and best practices.
- Knowledge of curricula objectives and evolutions, including approved training procedures, safety precautions, emergency action plans and procedures, training facilities and equipment.
- In-depth knowledge of the principles and techniques used in designing training programs and applying design methods to the improvement of instructional effectiveness.
- Working knowledge of the Crisis Action Planning process (CAP) and the Joint Operational Planning and Execution System (JOPES).
- Working knowledge of Incident Command System (ICS) and National Incident Management System (NIMS).
- At a minimum, must have completed FEMA courses IS 100, IS 200, IS 700, IS 800.
- Ability to express ideas effectively, both orally and in writing.

- Be proficient with Microsoft Office Tools and Programs, be computer literate and must be able to implement and use web based programs.
- Maintain a thorough understanding of the Military Decision Making Process, to include the adaptive planning process. Have the ability to apply that knowledge to support a mission analysis, and course of action development.
- Comprehensive knowledge of military plans design, drafting, and updating methodology.
- Minimum 4 years management or supervisory experience.
- Working knowledge of Navy Planning Process.
- Knowledge of emergency management concepts, principles, laws, regulations, and precedent decisions which provide the capability to recommend substantive changes to ensure effective planning and operational support.
- Be capable of interpreting, adapting, and applying available guidance to vague or poorly defined scenarios.
- Demonstrated ability to work well under pressure with changing deadlines and priorities.

# **3.2. PERFORMANCE REQUIREMENTS SUMMARY (PRS).** The performance standards for this PWS are stated in the PRS Below:

Task	Performance Objective	Performance Standards	Frequency	AQL	Surveillance Method
3.1	Participate in a minimum of 1 RTF training event monthly.	100% compliance	Monthly	100% inspection	Continuous inspection by the Emergency Management Dept
3.1	Monthly Progress Report	Zero Deficiencies	10 <sup>th</sup> day of every month to COR and DGR	100% inspection	Continuous inspection by the Emergency Management Dept
13.0	Travel Documentation	Zero Deficiencies	Within 5 working days after completion of each travel	Travel is IAW the JTR. Travel claims are submitted to COR within 5 days of travel completion.	COR inspection upon completion of each travel.

#### 4.0 PERIOD OF PERFORMANCE

17 March 2014 – 16 March 2015

IAW FAR 52.217-8 17 March 2016 – 16 June 2016

# **4.1 OPTION PERIOD**

Option Period One: 17 March 2015 – 16 March 2016

**5.0 WORK HOURS:** Normal work hours are 0700-1530, Monday through Friday, and as required. Flex hours may be used to support the program that are not consistent with the typical workday.

**6.0 PLACE OF PERFORMANCE:** The normal place of performance is at COMNAVREG SE, Bldg. 919, COMNAVREG SE, Jacksonville, FL.

# 7.0 WORK ENVIRONMENT AND PHYSICAL DEMANDS:

The majority of the work is performed in an office environment. Office spaces are ventilated and adequately lighted.

**8.0 GENERAL SAFETY AND HOUSEKEEPING:** Contractor personnel shall keep his/her office and work area in a clean, presentable, safe condition at all times.

**9.0 EMPLOYMENT OF FEDERAL EMPLOYEES**: The contractor shall not employ or enter into a contract with any person to perform work under this contract who is an employee of the United States Government, either military or civilian, unless such person receives approval IAW applicable Federal, Navy and DOD regulations.

10.0 SECURITY REQUIREMENTS: Work under this task order may be classified and the contractor shall maintain a SECRET CLEARANCE. The contractor shall comply with all applicable DOD security regulations and procedures during the performance of this task order. Contractor shall not disclose and must safeguard procurement sensitive information, computer systems and data, privacy act data, and government personnel work products that are obtained or generated in the performance of this task order. Contractor will be required to provide clearances for personnel requiring access to government computers and workstations.

**National Agency Check with Local Agency Check and Credit Check (NACLC).** An NACLC is required for a SECRET, and CONFIDENTIAL PCLs. Investigative requests shall be made using the electronic version of the SF 86.

"Each contractor employee shall have a favorably adjudicated National Agency Check with Local Agency and Credit Checks (NACLC).

If contractor personnel currently have a favorably adjudicated NACLC the contractor will notify the Security Manager of the command they shall visit utilizing OPNAV 5521/27 Visit Request form or a visit request via JPAS, The visit request will be renewed annually or for the duration of the contract if less than one year.

The NACLC is processed through the command Security Manager when a facility security officer (FSO) is not present. The NACLC will be processed through the use of the Electronic Questionnaires for Investigations Processing (e-QIP). Please note: Applicants can only access the e-QIP system if they have been instructed to do so by an appropriate official at sponsoring agency. Individuals cannot pre-apply for a security clearance, nor update their security questionnaire, unless granted access by an appropriate agency official.

Investigative requirements for DON contractor personnel requiring access to classified information are managed under the National Industrial Security Program (NISP). Requests for investigation of contractor personnel for security clearance eligibility are processed by the OPM and adjudicated by Defense Industrial Security Clearance Office (DISCO). When SCI access is at issue, the DONCAF is the adjudicative authority for all DON contractor personnel requiring SCI access eligibility.

The e-QIP software can be accessed at the Office of Personnel Management (OPM) website http://www.opm.gov/eqip/index.asp or http://www.dss.mil the contractor should provide the completed SF-86 to the Command Security Manager along with the original signed release statements and two applicant fingerprint cards (FD 258) if required. Applicants can obtain an SF-86 by visiting the Office of Personnel Management (OPM) website located at: http://www.opm.gov/forms/html/sf.asp. The responsibility for providing the fingerprint cards rests with the contractor. The Security Manager will review the form for completeness, accuracy and suitability issues.

Determinations are the sole prerogative of the commanding officer of the sponsor activity in cases where derogatory information is uncovered. If the commanding officer determines, upon review of the investigation, that allowing a person to perform certain duties or access to certain areas, would pose an unacceptable risk, that decision is final. No due process procedures are required.

The contractor employee shall take all lawful steps available to ensure that information provided or generated pursuant to this arrangement is protected from further disclosure unless the agency provides written consent to such disclosure. Security clearance requirements are defined in DD-254 of the basic contract.

**Procedures for Completing the Electronic Version of the SF 86.** The electronic version of the SF 86 shall be completed jointly by the employee and the FSO or an equivalent contractor employee(s) who has (have) been specifically designated by the contractor to review an employee's SF 86.

- a. The FSO or designee shall inform the employee that the SF 86 is subject to review and shall review the application solely to determine its adequacy and to ensure that necessary information has not been omitted. The FSO or designee shall provide the employee with written notification that review of the information is for adequacy and completeness, information will be used for no other purpose within the company, and that the information provided by the employee is protected by reference (m). The FSO or designee shall not share information from the employee's SF 86 within the company and shall not use the information for any purpose other than determining the adequacy and completeness of the SF 86.
- b. The FSO or designee shall ensure that the applicant's fingerprints are authentic, legible, and complete to avoid subsequent clearance processing delays. The FSO or designee shall retain an original, signed copy of the SF 86, the Authorization for Release of Information and Records, and Authorization for Release of Medical Information until the clearance process has been completed. The FSO or designee shall maintain the retained documentation in such a manner that the confidentiality of the documents is preserved and protected against access by anyone within the company other than the FSO or designee. When the applicant's eligibility for access to classified information has been granted or denied, the retained documentation shall be destroyed.

**Pre-Employment Clearance Action.** If access to classified information is required by a potential employee immediately upon commencement of their employment, a PCL application may be submitted to the CSA by the contractor prior to the date of employment provided a written commitment for employment has been made by the contractor, and the candidate has accepted the offer in writing. The commitment for employment will indicate that employment shall commence within 30 days of the granting of eligibility for a PCL.

**Verification of U.S. Citizenship.** The contractor shall require each applicant for a PCL who claims U.S. citizenship to produce evidence of citizenship. Contractors who are not U.S. citizens or are dual citizens with another country will not be eligible for employment.

# **Acceptable Proof of Citizenship**

- a. For individuals born in the United States, a birth certificate is the primary and preferred means of citizenship verification. Acceptable certificates must show that the birth record was filed shortly after birth and it must be certified with the registrar's signature. It must bear the raised, impressed, or multicolored seal of the registrar's office. The only exception is if a State or other jurisdiction does not issue such seals as a matter of policy. Uncertified copies of birth certificates are not acceptable. A delayed birth certificate is one created when a record was filed more than one year after the date of birth. Such a certificate is acceptable if it shows that the report of birth was supported by acceptable secondary evidence of birth. Secondary evidence may include: baptismal or circumcision certificates, hospital birth records, or affidavits of persons having personal knowledge about the facts of birth. Other documentary evidence can be early census, school, or family bible records, newspaper files, or insurance papers. All documents submitted as evidence of birth in the U.S. shall be original or certified documents.
- b. If the individual claims citizenship by naturalization, a certificate of naturalization is acceptable proof of citizenship.
- c. If citizenship was acquired by birth abroad to a U.S. citizen parent or parents, the following are acceptable evidence:
- (1) A Certificate of Citizenship issued by the Department of Homeland Security, U.S. Citizenship and Immigration Services (USCIS) or its predecessor organization.
- (2) A Report of Birth Abroad of a Citizen of the United States of America

- (3) A Certificate of Birth.
- d. A passport, current or expired, is acceptable proof of citizenship.
- e. A Record of Military Processing Armed Forces of the United States (DD Form 1966) is acceptable proof of citizenship, provided it reflects U.S. citizenship.

# 11.0 CONTRACTOR FURNISHED MATERIAL. N/A

**12.0 GOVERNMENT PROPERTY FURNISHED.** The work under this contract is located at a Government site or installation. In accordance with DFARS PGI 245.102-70(2) property that is incidental to the place of performance; such as when the contract requires contractor personnel to be located on a Government site or installation where the use of Government-provided office space and equipment, e.g., chairs, telephones, and computers, is standard practice will be made available and used by contractor personnel. The contractor shall maintain the assigned office space(s) in a neat and orderly manner. Contractor shall only use Government provided items to accomplish the tasks required under this contract. Personal or company use of phones, utilities, computers, printers, copiers, etc., not directly related to required services is strictly prohibited. Contractor shall not remove any Government provided items from the worksite without the express written permission of the Contracting Officer's Representative or his/her designated representative.

# 13.0 REIMBURSABLE TRAVEL EXPENSES

In support of tasking the contractor shall be required to travel from NRSE Jacksonville, FL to various supported stations throughout the Region. Travel will be in support of training exercises, scenarios, and to liaison with Commands as outlined in the PWS. Dates of travel have not been established at this time. Once the dates have been identified, the DGR will determine the need for contractor travel. The contractor shall request reimbursable travel authorization from the COR prior to confirming travel arrangements. Travel shall be in accordance with the JTR. Travel claims shall be submitted within 5 days of travel completion. Number of trips is expected to be 30 at an estimated cost of \$2,000 per trip. Total travel is not anticipated to exceed \$60,000.00.

# 14.0 NON-PERSONAL SERVICE STATEMENT

Contractor employees performing services under this order will be controlled, directed, and supervised at all times by management personnel of the contractor. Contractor management will ensure that employees properly comply with the performance work standards outlined in the statement of work. Contractor employees will perform their duties independent of, and without the supervision of, any Government official or other Defense Contractor. The tasks, duties, and responsibilities set forth in the task order may not be interpreted or implemented in any manner that results in any contractor employee creating or modifying Federal policy, obligating the appropriated funds of the United States Government, overseeing the work of Federal employees, providing direct personal services to any Federal employee, or otherwise violating the prohibitions set forth in Parts 7.5 and 37.1 of the Federal Acquisition Regulation (FAR). The Government will control access to the facility and will perform the inspection and acceptance of the completed work.

**15.0 CONTRACTOR IDENTIFICATION:** Contracting personnel must identify themselves as "contractors" when attending meetings, answering Government telephones, or working in situations where their actions could be construed as official government acts. The Contractor must ensure that their employee(s) display(s) his or her name and the name of the company while in the work area, and include the company's name in his or her email display.

**16.0 PERSONNEL COMPLIANCE**: The contractor shall ensure that contractor employees observe and comply with all local and higher authority policies, regulations, and procedures concerning fire, safety, environmental protection, sanitation, security, traffic, parking, energy conservation, flag courtesy, "off limits" areas, and possession of firearms or other lethal weapons. When two or more directives or instructions apply, the contractor shall comply with the more stringent of the directives or instructions.

17.0 SMOKING/DRUG/ALCOHOL POLICY: Smoking/Alcohol Policy: The contractor shall comply with

local command smoking policies and workforce requirements. The contractor shall also comply with all Federal drug-free workplace and work force requirements and local command policies. Copies of both policies will be provided to the contractor by the local command Administrative Officer (AO) at performance start date.

**18.0 PERSONNEL CONDUCT**: The selection, assignment, reassignment, transfer, supervision, management, and control of contractor personnel employed to perform tasks specified herein shall be the responsibility of the contractor. The contractor shall be responsible for the performance and conduct of contractor and subcontractor employees at all times. Personnel employed by the contractor in the performance of this contract, or any representative of the contractor entering the installation shall abide by the security regulations listed in the contract and shall be subject to such checks by the Government as deemed necessary. The contractor shall not employ for performance under this contract any person whose employment would result in a conflict of interest with the Government's standards of conduct.

**19.0 PERSONAL APPEARANCE**: Contractor personnel shall comply with local military commander's published dress codes.

- **20.0 PERSONNEL REMOVAL**: Government rules, regulations, laws, directives, and requirements that are issued during the term of the performance period relating to law and order, installation administration, and security shall be applicable to all contractor employees and representatives who enter the installation. Violation of such rules, regulations, laws, directives, or requirements shall be grounds for removal (permanently or temporarily as the Government determines) from the work site or installation. Removal of employees does not relieve the contractor from the responsibility for the work defined in this contract.
- Removal by Installation Commander: The Installation Commander may, at his discretion, bar an individual from the installation under the authority of 18 USC 1382 (1972), for conduct that is determined to be contrary to good order, discipline, or installation security and safety.
- Removal Requested by Contracting Officer (KO): The KO may require the contractor to remove an employee working under this contract for reasons of misconduct or security violations. Contractor employees shall be subject to dismissal from the premises upon determination by the KO that such action is necessary in the interest of the Government.
- Removal by Military Police: Contractor employees may be denied entry to or may be removed from the installation by Military Police if it is determined that the employee's presence on the installation may be contrary to good order, discipline, or installation security and safety.
- Removal for Unsatisfactory Performance: The government reserves the right to require the Contractor to remove and replace any personnel who provided unsatisfactory performance, demonstrate insufficient knowledge, or possess inadequate skill levels necessary to complete assigned tasks. The skill level of the staff provided shall be current and consistent with new technologies.
- **21.0 INTERACTION WITH OTHER ACTIVITIES:** Government Personnel: Government and contractor personnel will be working in common office and warehouse areas during working hours. Contractor performance shall not interfere with Government work in the area where any service or maintenance work is being performed. In the event the contractor believes that Government and other contractor personnel are interfering with the performance of the tasks described in this PWS, the contractor shall notify the DGR immediately. The contractor is obligated to continue performance of the effort described in this contract unless there is authorization from the KO or DGR/COR to stop work. Failure by the contractor to notify the DGR and receive necessary instructions could result in denial of any additional costs incurred in performance of the contract under such conditions.
- **22.0 SAFETY:** The contractor is solely responsible for compliance of all safety regulations of employees while working on government owned facilities. All accidents which may arise out of, or in connection with, performance of services required hereunder which result in injury, death, or property damage, shall be reported in writing to the

Contracting Officer and cognizant Contracting Officer Representative (COR) within twenty-four hours of such occurrence. Reports shall provide full details of the accident, including statements from witnesses. The fore-going procedures shall also apply to any claim made by a third party against the contractor as a result of any accident that occurs in connection with performance under this contract.

23.0 DELIVERABLES: Management/Quality Control Plan (QCP): The contractor shall ensure quality service is maintained to perform services throughout the life of the contract and methods for improving the overall quality are also employed. Offerors shall therefore prepare and submit a management/quality control plan. The final Government approved plan shall be submitted within five working days of contract start date. The plan shall discuss the Contractor's overall approach and procedures for evaluating each of the major service areas contained in the PWS, communicating with the Government, resolving deficiencies, identifying potential improvements, and managing day to day operations. As part of the management/QCP, the contractor may conduct internal QC inspections. Results of any contractor internal QC inspections and corrective actions taken shall be made available to the Government for review throughout the performance of this SOW. The Government may periodically require the contractor to update/revise the management/QCP to ensure quality service is maintained throughout the life of the contract.

**24.0 MEETINGS AND BRIEFINGS:** Requested Meetings: When requested by the DGR, the contractor shall attend, participate in and furnish input to scheduled and unscheduled meetings, conferences, and briefings. Frequency may be weekly, monthly, or as otherwise required.

- 24.1 Monthly Meetings: The contractor shall meet with the designated government representative (DGR), and the Government Quality Assurance Evaluator (QAE) on a monthly basis to review contract performance. Meetings shall include review and analyses of key process indicators, analyses of process deficiencies, and problem resolution. At these meetings, the DGR and the contractor will discuss the contractor's performance as viewed by the Government and problems, if any, being experienced. The contractor shall take appropriate action to resolve outstanding issues. A mutual effort shall be made by the contractor and DGR/COR to resolve any and all problems identified.
- 24.2 Meeting Attendees: Meeting attendees shall include contractor managerial, supervisory, and/or other personnel knowledgeable of the subject matter.
- 24.3 Reporting Requirements: When the contractor is the sole representative on behalf of the Government at meetings, conferences, or trips, the contractor shall deliver a related report to the DGR within two working days after meeting completion. The report shall include identifying information, general observations and conclusions or recommended actions, and any additional information, such as handouts.
- 24.4 Management and Administration: The Contracting Officer (KO) has ultimate authority for administration of this contract. The KO may delegate authority through various appointed representatives, including, but not limited to, the COR, technical assistants, one or more technical monitors, and other Government representatives associated with specific functions.
- **25.0 GOVERNMENT MANAGEMENT OVERSIGHT:** Government management will provide general instructions on limitations, deadlines, how the work is to be completed. Additional instructions will be provided for any unusual assignments or those that vary from established procedures. The contractor's employees will independently carry out the assignments. Completed work will be spot-checked by Government management for adherence to procedures, accuracy, and completeness.

# 26.0 TECHNICAL POINT OF CONTACT AND INSPECTION AND ACCEPTANCE

The Contracting Officer's Representative under this Task Order is the person responsible for performing inspection and acceptance of the contractor's performance at the destination) as follows:

26.1 COR: Tom Fasanello

Voice Phone: 904-542-2852 or DSN 942-2852

Email: Thomas.fasanello@navy.mil

26.2 DGR Scott Crossley: Voice Phone: 904-542-0929 Email: scott.crossley@navy.mil

# 27.0 5237.102(90) Enterprise-wide Contractor Manpower Reporting Application (ECMRA)

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for **CNRSE Jacksonville**, **FL** via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address https://doncmra.nmci.navy.mil.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at https://doncmra.nmci.navy.mil."

# INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0001AA	Destination	Government	Destination	Government
0001AE	3 Destination	Government	Destination	Government
0001AC	C Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0002AA	Destination	Government	Destination	Government
0002AE	3 Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
100101	N/A	N/A	N/A	Government
100102	Destination	Government	Destination	Government
1004	Destination	Government	Destination	Government
1006	Destination	Government	Destination	Government
1007	Destination	Government	Destination	Government
1008	Destination	Government	Destination	Government

# **DELIVERY INFORMATION**

CLIN DELIVERY DATE QUANTITY SHIP TO ADDRESS UIC

0001	POP 17-MAR-2014 TO 16-MAR-2015	N/A	COMMANDER NAVAL BASE JACKSONVILLE KENNETH IRWIN BOX 102 NAVAL AIR STATION JACKSONVILLE FL 32212-0102 904-542-6423 FOB: Destination	N09697
0001AA	A POP 17-MAR-2014 TO 16-MAR-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N09697
0001AE	3 POP 17-MAR-2014 TO 16-MAR-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N09697
0001AC	C N/A	N/A	N/A	N/A
0002	POP 17-MAR-2014 TO 16-MAR-2015	N/A	COMMANDER NAVAL BASE JACKSONVILLE KENNETH IRWIN BOX 102 NAVAL AIR STATION JACKSONVILLE FL 32212-0102 904-542-6423 FOB: Destination	N09697
0002A	A POP 17-MAR-2014 TO 16-MAR-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N09697
0002AF	3 POP 17-MAR-2014 TO 16-MAR-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N09697
0004	POP 17-MAR-2014 TO 16-MAR-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N09697
1001	POP 17-MAR-2015 TO 18-SEP-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N09697
100101	N/A	N/A	N/A	N/A
100102	N/A	N/A	N/A	N/A
1004	POP 17-MAR-2015 TO 16-MAR-2016	N/A	COMMANDER NAVAL BASE JACKSONVILLE KENNETH IRWIN BOX 102 NAVAL AIR STATION JACKSONVILLE FL 32212-0102 904-542-6423 FOB: Destination	N09697
1006	POP 17-MAR-2015 TO 16-MAR-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N09697
1007	POP 17-MAR-2016 TO 16-JUN-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N09697

1008 POP 17-JUN-2016 TO N/A 16-SEP-2016 (SAME AS PREVIOUS LOCATION)

N09697

FOB: Destination

# ACCOUNTING AND APPROPRIATION DATA

AA: 1741804 52FA 252 00052 0 068732 2D C012CH 00

COST CODE: 096974EM401Q AMOUNT: \$366,800.64

CIN N0969714RC012CH0001: \$0.00 CIN N0969714RC012CH0001AA: \$88,768.56 CIN N0969714RC012CH0002: \$0.00 CIN N0969714RC012CH0002AA: \$218.032.08

CIN N0969714RC012CH0002AA: \$218,032.08 CIN N0969714RC012CH0004: \$60,000.00

AB: 1741806 52FR 252 00052 0 068732 2D C013CH 00

COST CODE: 096974EM607Q

AMOUNT: \$12,783.36

CIN N0969714RC013CH0001AC: \$3,698.64 CIN N0969714RC013CH0002AB: \$9,084.72 CIN N0969714RC13CH0001AB: \$0.00

AC: 1751804 52FA 252 00052 0 068732 2D C012CH

COST CODE: 096975EM401Q AMOUNT: \$313,245.96

CIN N0969715RC012CH100102: \$36,129.16 CIN N0969715RC012CH1002: \$227,116.80 CIN N0969715RC012CH1004: \$50,000.00 CIN N0969715RC12CH1001: \$0.00

AD: 1751806 52FR 252 00052 0 068732 2D C013CH

COST CODE: 096975EM608Q AMOUNT: \$17,810.04

CIN N0969715RC013CH100101: \$17,810.04

AE: 1761804 52FA 251 00052 0 068732 2D C022CH 00

COST CODE: 096976EM409Q AMOUNT: \$56,779.20

CIN N0969716RC022CH0001: \$56,779.20

AF: 1761804 52FA 251 00052 0 068732 2D C034CH 00

COST CODE: 096976EM409Q AMOUNT: \$56,779.20

CIN N0969716RC034CH1008: \$56,779.20

# CLAUSES INCORPORATED BY REFERENCE

252.201-7000 252.203-7000	Contracting Officer's Representative Requirements Relating to Compensation of Former DoD Officials	DEC 1991 SEP 2011
252.204-0002	Line Item Specific: Sequential ACRN Order	SEP 2009
252.204-7000	Disclosure Of Information	AUG 2013
252.204-7003	Control Of Government Personnel Work Product	APR 1992

252.204-7004 Alt A	System for Award Management Alternate A	MAY 2013
252.204-7007	Alternate A, Annual Representations and Certifications	MAY 2013
252.204-7011	Alternative Line Item Structure	SEP 2011
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By	DEC 2006
	The Government of a Terrorist Country	
252.209-7994	Representation by Corporations Regarding an Unpaid	OCT 2013
	Delinquent Tax Liability or a Felony Conviction under any	
	Federal Law—Fiscal Year 2014 Appropriations (Deviation)	
252.232-7003	Electronic Submission of Payment Requests and Receiving	JUN 2012
	Reports	
252.232-7010	Levies on Contract Payments	DEC 2006
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.243-7002	Requests for Equitable Adjustment	DEC 2012

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.222-17 Nondisplacement of Qualified Workers. (JAN 2013)

- (a) Service employee, as used in this clause, means any person engaged in the performance of a service contract other than any person employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR part 541. The term ``service employee" includes all such persons regardless of any contractual relationship that may be alleged to exist between a contractor or subcontractor and such persons.
- (b) The Contractor and its subcontractors shall, except as otherwise provided herein, in good faith offer those service employees employed under the predecessor contract whose employment will be terminated as a result of award of this contract or the expiration of the contract under which the service employees were hired, a right of first refusal of employment under this contract in positions for which the service employees are qualified.
- (1) The Contractor and its subcontractors shall determine the number of service employees necessary for efficient performance of this contract and may elect to employ fewer employees than the predecessor Contractor employed in connection with performance of the work.
- (2) Except as provided in paragraph (c) of this clause, there shall be no employment opening under this contract, and the Contractor and any subcontractors shall not offer employment under this contract, to any person prior to having complied fully with this obligation.
- (i) The successor Contractor and its subcontractors shall make a bona fide express offer of employment to each service employee as provided herein and shall state the time within which the service employee must accept such offer, but in no case shall the period within which the service employee must accept the offer of employment be less than 10 days.
- (ii) The successor Contractor and its subcontractors shall decide any question concerning a service employee's qualifications based upon the individual's education and employment history, with particular emphasis on the employee's experience on the predecessor contract, and the Contractor may utilize employment screening processes only when such processes are provided for by the contracting agency, are conditions of the service contract, and are consistent with Executive Order 13495.
- (iii) Where the successor Contractor does not initially offer employment to all the predecessor contract service employees, the obligation to offer employment shall continue for 90 days after the successor contractor's first date of performance on the contract.

- (iv) An offer of employment will be presumed to be bona fide even if it is not for a position similar to the one the employee previously held, but is one for which the employee is qualified, and even if it is subject to different employment terms and conditions, including changes to pay or benefits. (See 29 CFR 9.12 for a detailed description of a bonafide offer of employment).
- (c)(1) Notwithstanding the obligation under paragraph (b) of this clause, the successor Contractor and any subcontractors (i) may employ under this contract any service employee who has worked for the contractor or subcontractor for at least three months immediately preceding the commencement of this contract and who would otherwise face lay-off or discharge, (ii) are not required to offer a right of first refusal to any service employee(s) of the predecessor contractor who are not service employees within the meaning of the Service Contract Act, 41 U.S.C. 6701(3), and (iii) are not required to offer a right of first refusal to any service employee(s) of the predecessor contractor whom the Contractor or any of its subcontractors reasonably believes, based on the particular service employee's past performance, has failed to perform suitably on the job (see 29 CFR 9.12(c)(4) for additional information). The successor Contractor bears the responsibility of demonstrating the appropriateness of claiming any of these exceptions.
- (2) In addition, any Contractor or subcontractor that has been certified by the U.S. Small Business Administration as a HUBZone small business concern must ensure that it complies with the statutory and regulatory requirements of the HUBZone Program (e.g., it must ensure that at least 35 percent of all of its employees reside within a HUBZone). The HUBZone small business Contractor or subcontractor must consider whether it can meet the requirements of this clause and Executive Order 13495 while also ensuring it meets the HUBZone Program's requirements.
- (3) Nothing in this clause shall be construed to permit a Contractor or subcontractor to fail to comply with any provision of any other Executive order or law. For example, the requirements of the HUBZone Program (see FAR subpart 19.13), Executive Order 11246 (Equal Employment Opportunity), and the Vietnam Era Veterans' Readjustment Assistance Act of 1974 may conflict, in certain circumstances, with the requirements of Executive Order 13495. All applicable laws and Executive orders must be satisfied in tandem with, and if necessary prior to, the requirements of Executive Order 13495, 29 CFR part 9, and this clause.
- (d)(1) The Contractor shall, not less than 30 days before completion of the Contractor's performance of services on the contract, furnish the Contracting Officer with a certified list of the names of all service employees working under this contract and its subcontracts at the time the list is submitted. The list shall also contain anniversary dates of employment of each service employee under this contract and its predecessor contracts with either the current or predecessor contractors or their subcontractors. Where changes to the workforce are made after the submission of the certified list described in this paragraph, the Contractor shall, in accordance with paragraph (e) of this clause, not less than 10 days before completion of the services on this contract, furnish the Contracting Officer with an updated certified list of the names of all service employees employed within the last month of contract performance. The updated list shall also contain anniversary dates of employment, and, where applicable, dates of separation of each service employee under the contract and its predecessor contracts with either the current or predecessor Contractors or their subcontractors.
- (2) Immediately upon receipt of the certified service employee list but not before contract award, the contracting officer shall provide the certified service employee list to the successor contractor, and, if requested, to employees of the predecessor contractor or subcontractors or their authorized representatives.
- (3) The Contracting Officer will direct the predecessor Contractor to provide written notice (Appendix B to 29 CFR chapter 9) to service employees of their possible right to an offer of employment with the successor contractor. Where a significant portion of the predecessor Contractor's workforce is not fluent in English, the notice shall be provided in English and the language(s) with which service employees are more familiar. The written notice shall be—
- (i) Posted in a conspicuous place at the worksite; or (ii) Delivered to the service employees individually. If such

delivery is via email, the notification must result in an electronic delivery receipt or some other reliable confirmation that the intended recipient received the notice.

- (e)(1) If required in accordance with 52.222-41(n), the predecessor Contractor shall, not less than 10 days before completion of this contract, furnish the Contracting Officer a certified list of the names of all service employees working under this contract and its subcontracts during the last month of contract performance. The list shall also contain anniversary dates of employment of each service employee under this contract and its predecessor contracts either with the current or predecessor Contractors or their subcontractors. If there are no changes to the workforce before the predecessor contract is completed, then the predecessor Contractor is not required to submit a revised list 10 days prior to completion of performance and the requirements of 52.222-41(n) are met. When there are changes to the workforce after submission of the 30-day list, the predecessor Contractor shall submit a revised certified list not less than 10 days prior to performance completion.
- (2) Immediately upon receipt of the certified service employee list but not before contract award, the contracting officer shall provide the certified service employee list to the successor contractor, and, if requested, to employees of the predecessor contractor or subcontractors or their authorized representatives.
- (f) The Contractor and subcontractor shall maintain the following records (regardless of format, e.g., paper or electronic) of its compliance with this clause for not less than a period of three years from the date the records were created.
- (1) Copies of any written offers of employment or a contemporaneous written record of any oral offers of employment, including the date, location, and attendance roster of any service employee meeting(s) at which the offers were extended, a summary of each meeting, a copy of any written notice that may have been distributed, and the names of the service employees from the predecessor contract to whom an offer was made.
- (2) A copy of any record that forms the basis for any exemption claimed under this part.
- (3) A copy of the service employee list provided to or received from the contracting agency.
- (4) An entry on the pay records of the amount of any retroactive payment of wages or compensation under the supervision of the Administrator of the Wage and Hour Division to each service employee, the period covered by such payment, and the date of payment, and a copy of any receipt form provided by or authorized by the Wage and Hour Division. The Contractor shall also deliver a copy of the receipt to the service employee and file the original, as evidence of payment by the Contractor and receipt by the service employee, with the Administrator or an authorized representative within 10 days after payment is made.
- (g) Disputes concerning the requirements of this clause shall not be subject to the general disputes clause (52.233-1) of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 9. Disputes within the meaning of this clause include disputes between or among any of the following: The Contractor, the contracting agency, the U.S. Department of Labor, and the service employees under the contract or its predecessor contract. The Contracting Officer will refer any service employee who wishes to file a complaint, or ask questions concerning this contract clause, to the: Branch of Government Contracts Enforcement, Wage and Hour Division, U.S. Department of Labor, 200 Constitution Avenue NW., Washington, DC 20210. Contact email: <a href="mailto:displaced@dol.gov">displaced@dol.gov</a>.
- (h) The Contractor shall cooperate in any review or investigation by the Department of Labor into possible violations of the provisions of this clause and shall make such records requested by such official(s) available for inspection, copying, or transcription upon request.
- (i) If it is determined, pursuant to regulations issued by the Secretary of Labor (Secretary), that the Contractor or its subcontractors are not in compliance with the requirements of this clause or any regulation or order of the Secretary, appropriate sanctions may be imposed and remedies invoked against the Contractor

or its subcontractors, as provided in Executive Order 13495, the regulations, and relevant orders of the Secretary, or as otherwise provided by law.

- (j) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance. However, if the Contractor, as a result of such direction, becomes involved in litigation with a subcontractor, or is threatened with such involvement, the Contractor may request that the United States, through the Secretary, enter into such litigation to protect the interests of the United States.
- (k) The Contracting Officer will withhold, or cause to be withheld, from the prime Contractor under this or any other Government contract with the same prime Contractor, such sums as an authorized official of the Department of Labor requests, upon a determination by the Administrator, the Administrative Law Judge, or the Administrative Review Board, that there has been a failure to comply with the terms of this clause and that wages lost as a result of the violations are due to service employees or that other monetary relief is appropriate. If the Contracting Officer or the Administrator, upon final order of the Secretary, finds that the Contractor has failed to provide a list of the names of service employees working under the contract, the Contracting Officer may, in his or her discretion, or upon request by the Administrator, take such action as may be necessary to cause the suspension of the payment of contract funds until such time as the list is provided to the Contracting Officer.
- (l) Subcontracts. In every subcontract over the simplified acquisition threshold entered into in order to perform services under this contract, the Contractor shall include a provision that ensures—
- (1) That each subcontractor will honor the requirements of paragraphs (b) through (c) of this clause with respect to the service employees of a predecessor subcontractor or subcontractors working under this contract, as well as of a predecessor Contractor and its subcontractors;
- (2) That the subcontractor will provide the Contractor with the information about the service employees of the subcontractor needed by the Contractor to comply with paragraphs (d) and (e) of this clause; and
- (3) The recordkeeping requirements of paragraph (f) of this clause.

# 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) Definitions. As used in this clause—

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

- (b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS <u>252.232-7003</u>, Electronic Submission of Payment Requests and Receiving Reports.
- (c) WAWF access. To access WAWF, the Contractor shall—

- (1) Have a designated electronic business point of contact in the System for Award Management at https://www.acquisition.gov; and
- (2) Be registered to use WAWF at <a href="https://wawf.eb.mil/">https://wawf.eb.mil/</a> following the step-by-step procedures for self-registration available at this web site.
- (d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <a href="https://wawf.eb.mil/">https://wawf.eb.mil/</a>.
- (e) WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.
- (f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:
- (1) Document type. The Contractor shall use the following document type(s).

# 2-in 1 SERVICES ONLY

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

# Not Applicable

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

# Routing Data Table

310	
Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	N68566
Issue By DoDAAC	N68836
Admin DoDAAC	N68836
Inspect By DoDAAC	N09697
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N09697 (48F6)
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	N09697
Accept at Other DoDAAC	N/A
LPO DoDAAC	N09697
DCAA Auditor DoDAAC	N/A

Other DoDAAC(s)	N/A

- (4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.
- (5) WAWF email notifications. The Contractor shall enter the e-mail address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

Name	Email	Phone	Role
Thomas Fasanello	thomas.fasanello@navy.mil	904-542-2852	COR
Shelia Carpio	Shelia.carpio@navy.mil	904-542-2656	Customer Financial
			Point of Contact
Scott Crossley	Scott.crossley@navy.mil	904-542-0929	DGR
Copies of invoices must be	kenneth.r.irwin@navy.mil	904-542-6423	
forwarded by U.S mail, fax	scott.crossley@navy.mil	904-542-0929	
or email in accordance			
with order instructions			

- (g) WAWF point of contact.
- (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

Thomas Fasanello <u>thomas.fasanello@navy.mil</u> 904-542-2852 Scott Crossley <u>Scott.crossley@navy.mil</u> 904-542-0929

# Not Applicable.

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

# 5252.204-9400 Contractor Unclassified Access to Federally Controlled Facilities, Sensitive Information, Information Technology (IT) Systems or Protected Health Information (July 2013)

Homeland Security Presidential Directive (HSPD)-12, requires government agencies to develop and implement Federal security standards for Federal employees and contractors. The Deputy Secretary of Defense Directive-Type Memorandum (DTM) 08-006 – "DoD Implementation of Homeland Security Presidential Directive – 12 (HSPD-12)" dated November 26, 2008 (or its subsequent DoD instruction) directs implementation of HSPD-12. This clause is in accordance with HSPD-12 and its implementing directives.

# **APPLICABILITY**

This clause applies to contractor employees requiring physical access to any area of a federally controlled base, facility or activity and/or requiring access to a DoN or DoD computer/network/system to perform certain unclassified sensitive duties. This clause also applies to contractor employees who access Privacy Act and Protected Health Information, provide support associated with fiduciary duties, or perform duties that have been identified by DON as

National Security Position, as advised by the command security manager. It is the responsibility of the responsible security officer of the command/facility where the work is performed to ensure compliance.

Each contractor employee providing services at a Navy Command under this contract is required to obtain a Department of Defense Common Access Card (DoD CAC). Additionally, depending on the level of computer/network access, the contract employee will require a successful investigation as detailed below.

# ACCESS TO FEDERAL FACILITIES

Per HSPD-12 and implementing guidance, all contractor employees working at a federally controlled base, facility or activity under this clause will require a DoD CAC. When access to a base, facility or activity is required contractor employees shall in-process with the Navy Command's Security Manager upon arrival to the Navy Command and shall out-process prior to their departure at the completion of the individual's performance under the contract.

# ACCESS TO DOD IT SYSTEMS

In accordance with SECNAV M-5510.30, contractor employees who require access to DoN or DoD networks are categorized as IT-I, IT-II, or IT-III. The IT-II level, defined in detail in SECNAV M-5510.30, includes positions which require access to information protected under the Privacy Act, to include Protected Health Information (PHI). All contractor employees under this contract who require access to Privacy Act protected information are therefore categorized no lower than IT-II. IT Levels are determined by the requiring activity's Command Information Assurance Manager. Contractor employees requiring privileged or IT-I level access, (when specified by the terms of the contract) require a Single Scope Background Investigation (SSBI) which is a higher level investigation than the National Agency Check with Law and Credit (NACLC) described below. Due to the privileged system access, a SSBI suitable for High Risk public trusts positions is required. Individuals who have access to system control, monitoring, or administration functions (e.g. system administrator, database administrator) require training and certification to Information Assurance Technical Level 1, and must be trained and certified on the Operating System or Computing Environment they are required to maintain.

Access to sensitive IT systems is contingent upon a favorably adjudicated background investigation. When access to IT systems is required for performance of the contractor employee's duties, such employees shall in-process with the Navy Command's Security Manager and Information Assurance Manager upon arrival to the Navy command and shall out-process prior to their departure at the completion of the individual's performance under the contract. Completion and approval of a System Authorization Access Request Navy (SAAR-N) form is required for all individuals accessing Navy Information Technology resources. The decision to authorize access to a government IT system/network is inherently governmental. The contractor supervisor is not authorized to sign the SAAR-N; therefore, the government employee with knowledge of the system/network access required or the COR shall sign the SAAR-N as the "supervisor".

The SAAR-N shall be forwarded to the Navy Command's Security Manager at least 30 days prior to the individual's start date. Failure to provide the required documentation at least 30 days prior to the individual's start date may result in delaying the individual's start date.

When required to maintain access to required IT systems or networks, the contractor shall ensure that all employees requiring access complete annual Information Assurance (IA) training, and maintain a current requisite background investigation. The Contractor's Security Representative shall contact the Command Security Manager for guidance when reinvestigations are required.

#### INTERIM ACCESS

The Navy Command's Security Manager may authorize issuance of a DoD CAC and interim access to a DoN or DoD unclassified computer/network upon a favorable review of the investigative questionnaire and advance favorable fingerprint results. When the results of the investigation are received and a favorable determination is not made, the contractor employee working on the contract under interim access will be denied access to the computer network and this denial will not relieve the contractor of his/her responsibility to perform.

#### DENIAL OR TERMINATION OF ACCESS

The potential consequences of any requirement under this clause including denial or termination of physical or system access in no way relieves the contractor from the requirement to execute performance under the contract within the timeframes specified in the contract. Contractors shall plan ahead in processing their employees and subcontractor employees. The contractor shall insert this clause in all subcontracts when the subcontractor is permitted to have unclassified access to a federally controlled facility, federally-controlled information system/network and/or to government information, meaning information not authorized for public release.

# CONTRACTOR'S SECURITY REPRESENTATIVE

The contractor shall designate an employee to serve as the Contractor's Security Representative. Within three work days after contract award, the contractor shall provide to the requiring activity's Security Manager and the Contracting Officer, in writing, the name, title, address and phone number for the Contractor's Security Representative. The Contractor's Security Representative shall be the primary point of contact on any security matter. The Contractor's Security Representative shall not be replaced or removed without prior notice to the Contracting Officer and Command Security Manager.

# BACKGROUND INVESTIGATION REQUIREMENTS AND SECURITY APPROVAL PROCESS FOR CONTRACTORS ASSIGNED TO NATIONAL SECURITY POSITIONS OR PERFORMING SENSITIVE DUTIES

Navy security policy requires that all positions be given a sensitivity value based on level of risk factors to ensure appropriate protective measures are applied. Navy recognizes contractor employees under this contract as Non-Critical Sensitive [ADP/IT-II] when the contract scope of work require physical access to a federally controlled base, facility or activity and/or requiring access to a DoD computer/network, to perform unclassified sensitive duties. This designation is also applied to contractor employees who access Privacy Act and Protected Health Information (PHI), provide support associated with fiduciary duties, or perform duties that have been identified by DON as National Security Positions. At a minimum, each contractor employee must be a US citizen and have a favorably completed NACLC to obtain a favorable determination for assignment to a non-critical sensitive or IT-II position. The NACLC consists of a standard NAC and a FBI fingerprint check plus law enforcement checks and credit check. Each contractor employee filling a non-critical sensitive or IT-II position is required to complete:

- SF-86 Questionnaire for National Security Positions (or equivalent OPM investigative product)
- Two FD-258 Applicant Fingerprint Cards (or an electronic fingerprint submission)
- Original Signed Release Statements

Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date. Background investigations shall be reinitiated as required to ensure investigations remain current (not older than 10 years) throughout the contract performance period. The Contractor's Security Representative shall contact the Command Security Manager for guidance when reinvestigations are required.

Regardless of their duties or IT access requirements ALL contractor employees shall in-process with the Navy Command's Security Manager upon arrival to the Navy command and shall out-process prior to their departure at the completion of the individual's performance under the contract. Employees requiring IT access shall also check-in and check-out with the Navy Command's Information Assurance Manager. Completion and approval of a System Authorization Access Request Navy (SAAR-N) form is required for all individuals accessing Navy Information Technology resources. The SAAR-N shall be forwarded

to the Navy Command's Security Manager at least 30 days prior to the individual's start date. Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date.

The contractor shall ensure that each contract employee requiring access to IT systems or networks complete annual Information Assurance (IA) training, and maintain a current requisite background investigation. Contractor employees shall accurately complete the required investigative forms prior to submission to the Navy Command Security Manager. The Navy Command's Security Manager will review the submitted documentation for

completeness prior to submitting it to the Office of Personnel Management (OPM). Suitability/security issues identified by the Navy may render the contractor employee ineligible for the assignment. An unfavorable determination made by the Navy is final (subject to SF-86 appeal procedures) and such a determination does not relieve the contractor from meeting any contractual obligation under the contract. The Navy Command's Security Manager will forward the required forms to OPM for processing. Once the investigation is complete, the results will be forwarded by OPM to the DON Central Adjudication Facility (CAF) for a determination.

If the contractor employee already possesses a current favorably adjudicated investigation, the contractor shall submit a Visit Authorization Request (VAR) via the Joint Personnel Adjudication System (JPAS) or a hard copy VAR directly from the contractor's Security Representative. Although the contractor will take JPAS "Owning" role over the contractor employee, the Navy Command will take JPAS "Servicing" role over the contractor employee during the hiring process and for the duration of assignment under that contract. The contractor shall include the IT Position Category per SECNAV M-5510.30 for each employee designated on a VAR. The VAR requires annual renewal for the duration of the employee's performance under the contract.

# BACKGROUND INVESTIGATION REQUIREMENTS AND SECURITY APPROVAL PROCESS FOR CONTRACTORS ASSIGNED TO OR PERFORMING NON-SENSITIVE DUTIES

Contractor employee whose work is unclassified and non-sensitive (e.g., performing certain duties such as lawn maintenance, vendor services, etc ...) and who require physical access to publicly accessible areas to perform those duties shall meet the following minimum requirements:

- Must be either a US citizen or a US permanent resident with a minimum of 3 years legal residency in the United States (as required by The Deputy Secretary of Defense DTM 08-006 or its subsequent DoD instruction) and
- Must have a favorably completed National Agency Check with Written Inquiries (NACI) including a FBI fingerprint check prior to installation access.

To be considered for a favorable trustworthiness determination, the Contractor's Security Representative must submit for all employees each of the following:

- SF-85 Questionnaire for Non-Sensitive Positions
- Two FD-258 Applicant Fingerprint Cards (or an electronic fingerprint submission)
- Original Signed Release Statements

The contractor shall ensure each individual employee has a current favorably completed National Agency Check with Written Inquiries (NACI) or ensure successful FBI fingerprint results have been gained and investigation has been processed with OPM

Failure to provide the required documentation at least 30 days prior to the individual's start date may result in delaying the individual's start date.

\* Consult with your Command Security Manager and Information Assurance Manager for local policy when IT-III (non-sensitive) access is required for non-US citizens outside the United States.

# 5252.243-9400 Authorized Changes Only By The Contracting Officer (Jan 1992)

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicate with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

- (b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.
- (c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

NAME: Lauren Orrok

ADDRESS: NAVSUP FLC Jacksonville

110 Yorktown Avenue

Naval Air Station, Jacksonville, FL 32212-0097

**TELEPHONE:** (904) 542-4840

EMAIL: <u>Lauren.orrok@navy.mil</u>

(End of Clause)

# FREEDOM OF INFORMATION ACT (FOIA)

#### UNIT PRICES

Contractor unit prices, when incorporated into a Government contract, will be released under the Freedom of Information Act (FOIA) without further notice to the contractor submitter. If the Contractor takes issue with the release, it should submit its proposal data with the appropriate legends and explain in detail why such data cannot be released as a public record under the Freedom of Information Act.

**Contact: Steven Palmer** 

FOIA Officer

NAVSUP FLC Jacksonville 110 Yorktown Avenue, 3<sup>rd</sup> Floor Jacksonville, Florida 32212

**Phone:** (904) 542-3824

**Fax:** (904) 542-1044

Email: <u>steven.w.palmer@navy.mil</u>